

ARTICLE 3

INTEGRITY OF THE BARGAINING UNIT

SECTION 1. BARGAINING UNIT WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees.

The Employer shall not assign Bargaining Unit work to employees outside the Bargaining Unit except in the case of a temporary emergency, temporary work relief, or when a Bargaining Unit employee is not available to perform the work, but in no event shall such assignment be made if the assignment has the effect of reducing or eroding the Bargaining Unit.

Nothing in this Agreement shall preclude the Employer from continuing to utilize types of programs such as the following, provided that such employees shall not displace Bargaining Unit employees or prevent the recall of laid off Bargaining Unit employees:

- A. Student Programs
- B. "Older Worker" Programs
- C. JTPA Program employees
- D. WIN/GA Experience Programs
- E. Volunteer Programs, etc.

The Employer shall provide prior written notification to the Union when utilizing these employees. Such notification shall include the:

- A. Number of employees involved;
- B. Duration of employment;
- C. Location of employment;
- D. Job duties to be performed.

The parties will adhere to all rules and regulations of these programs when utilizing such programs.

SECTION 2. BARGAINING UNIT WORK PERFORMED BY SUPERVISION.

Supervisory employees shall not perform Bargaining Unit work except in the case of training (including demonstrating the proper method of completing the task assigned), temporary emergency, temporary work relief, or whenever an assigned Bargaining Unit employee is not available to perform the work.

SECTION 3. NEW AND ABOLISHED CLASSIFICATIONS.

The parties shall notify each other before either recommends establishment or abolishment of any Bargaining Unit job classifications, or changes in classification job specifications, and/or pay ranges.

SECTION 4. TECHNOLOGICAL CHANGES.

The Union recognizes the Employer's right to implement technological changes in the work performed by Bargaining Unit employees. The Employer shall give reasonable advance notice to the Union of the Employer's intent to implement such changes. This notice shall include sufficient information in order for the Union to be able to make a proper evaluation of the impact, if any, on Bargaining Unit employees.

When, as a result of technological changes, new classes are established to perform Bargaining Unit work, the Employer agrees that the parties shall recommend jointly to the Civil Service Department and Commission that such new classes be included in the Bargaining Unit.

SECTION 5. SUBCONTRACTING.

Whenever the Employer intends to contract out or subcontract services, the Employer shall, as early as possible but at least fifteen (15) calendar days prior to the implementation of the contract or subcontract, give written notice of its intent to the Union. Such notice shall consist of a copy of the request made to Civil Service unless such a request is not required, in which case, a copy of the contract will be provided.

The notice shall include such matters as:

- A. the nature of the work to be performed or the service to be provided;
- B. the proposed duration and cost of such subcontracting; and
- C. the rationale for such subcontracting.

In case of preauthorized contractual services, item C above need not be provided; however, the Employer agrees to meet with the Union, upon request, should the Union have questions regarding the information provided.

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such subcontracting upon Bargaining Unit employees.

The Employer shall also provide the Union, upon written request, information necessary to monitor the implementation, including costs, of the contract or subcontract. If the volume of the information requested under this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

The Employer shall, upon written request, meet and confer with the Union over the impact of the decision upon the Bargaining Unit. Such discussion shall not serve to delay implementation of the Employer's decision.